

# EXHIBIT 1

# EXHIBIT 26

### **Term Sheet: Meazure Learning Administration of California Bar Examination**

This Term Sheet (“Term Sheet”) summarizes the key terms of an agreement currently being negotiated by and between The State Bar of California (“State Bar”), a public corporation having a principal place of business at 180 Howard Street, San Francisco, CA 94105, and ProctorU, Inc. d/b/a Meazure Learning, a Delaware Corporation (“Meazure Learning”), having a principal place of business at 7901 Jones Branch Drive, #330, McLean, VA 22102, for the development of the platform and administration of the California Bar Examination in 2025. This Term Sheet is intended to set forth the key provisions and requirements relating to the exam delivery upon which both parties agree and is subject to negotiations of remaining terms of such agreement.

#### **Exam Administration**

1. Examinations will be administered for standard test takers during the following two-day testing windows: February 25-26, 2025, and July 29-30, 2025.
2. Meazure Learning will develop, deliver and implement a platform according to the terms herein and as specified in the agreement for online item banking, examination delivery, and live remote proctoring.
3. Meazure Learning will administer the examinations remotely via secure live remote proctoring, and in-person at available test center locations as well as pop-up locations according to the terms in the agreement.
4. Meazure Learning has the capacity to deliver all of the examinations (approximately 13,500 annually – 4,500 in February and 9,000 in July) via its remote online platform and will provide spaces for up to 30% of exams taken in person at available test center locations or via pop-up locations, as applicable.

#### **Testing Accommodations**

1. The State Bar will receive and process testing accommodation applications in accordance with the State Bar rules and inform Meazure Learning as to each applicant’s approved accommodations.
2. Meazure Learning shall provide the approved accommodations at its test centers and via its online platform.

#### **Customer Service and Technical Support**

1. Meazure Learning will provide an online mechanism for applicants to schedule their exams, which will include options for in-person and online exams.
2. Meazure Learning will provide customer service support to applicants seeking additional help with the scheduling.

3. Measure Learning will provide skilled information technology (IT) technicians capable of addressing unexpected technical issues that could adversely affect administration of each Examination.
4. Measure Learning will provide technical support to exam takers before, during, and after the exam administration via live chat, telephone, and email and strive to achieve average wait times identified in the agreement.

#### **Measure Learning Online Platform Requirements**

1. Measure Learning will establish minimum system requirements for examinees that will be communicated in advance to the State Bar.
2. Except in the case where a security or other critical update is required to maintain minimally required Service Level Agreements ("SLA" or "SLAs") for its customers (each a "Critical Update"), Measure Learning shall not update, re-code, refresh or otherwise change the Measure Learning platform during an examination, or 48 hours prior to the exam. If such Critical update is required, Measure Learning will notify the State Bar and ensure sufficient technicians are available to support examinees.
3. Measure Learning will ensure that its platform is fully operational and provides uninterrupted service levels at the standards as set forth in the agreement during examinations.

#### **Testing Center Requirements**

1. Measure Learning will ensure that all in-person test centers will maintain the minimum environmental conditions as specified in the agreement.
2. All test centers shall be compliant with the Americans with Disability Act and other State Bar examinee accommodation requirements.

#### **Proctor Requirements**

1. Measure Learning will ensure that its Proctors are fully trained in the State Bar's examination rules and protocols intended to prevent cheating incidents, prohibited and allowed items, implicit bias, and customer service.
2. In the online administration of the exam, Measure Learning will provide a ratio of one live remote proctor for every four test takers.

#### **Security**

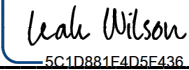
1. Measure Learning will comply with all data security requirements as set forth in the agreement that are intended to prevent hacks and data breaches and will promptly respond in the unlikely event that a breach occurs.

2. Meazure Learning shall comply with all confidentiality requirements set forth in the agreement to protect highly sensitive information involved in State Bar examinations, including examinee information and examination questions.

This Term Sheet is not intended to and shall not be deemed to be a binding contract or an offer to enter into a contract and will not create any right or obligations on either party based on any legal or equitable theory including the right to continue any negotiations. Only a subsequent formal written agreement executed and delivered by both parties will bind the parties as to any matter discussed herein. Neither State Bar nor Meazure Learning will be entitled to rely on this Term Sheet or on any representations made with respect to the transactions described herein unless such representations are in writing and are expressly incorporated in a subsequent formal written agreement.

If this Term Sheet accurately reflects your understanding, please sign below to indicate your acceptance.

**THE STATE BAR OF CALIFORNIA**, a public corporation

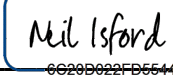
By:  5C1D881E4D5F436

**Print: Leah Wilson**

**Title: Executive Director**

**Date:** 10/4/2024 | 11:44 AM PDT

**ProctorU, Inc. d/b/a Meazure Learning**, a Delaware Corporation

By:  6C28D022FD654E...

**Print: Neil Isford**

**Title: Chief Customer Officer**

**Date:** 10/4/2024 | 12:37 PM PDT